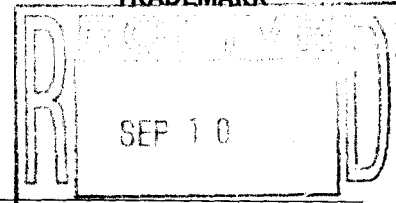


09-13-1999



TRADEMARK

101143464



9/10/99

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

9/13/1999 DNGUYEN 00000088 74018062

FOR OFFICE USE ONLY

FC:481 40.00 OP  
FC:482 25.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="74018062"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1620283"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74018063"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1630255"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeffrey A. Koepfel  9/8/99

Name of Person Signing Signature Date Signed

## SECURITY AGREEMENT

**THIS SECURITY AGREEMENT** is made as of the 24<sup>th</sup> day of March, 1999, by Frederick Brewing Co., a Maryland corporation, whose address is 4607 Wedgewood Boulevard, Frederick, Maryland 21703 (hereinafter called the "Debtor"), in favor of Elias, Matz, Tiernan & Herrick L.L.P. and its successors and assigns, whose address is 734 15<sup>th</sup> Street, N.W., 12<sup>th</sup> Floor, Washington, D.C. 20005, (hereinafter the "Secured Party").

### 1. SECURITY INTEREST

1.1 The Debtor has requested that the Secured Party perform legal services for the Debtor which services may be terminated by the Secured Party at any time (subject to certain ethical considerations) and the Debtor will owe the Secured Party for services to be rendered (the "Obligations") on an ongoing basis (the "Services").

1.2 As security for the Services, Debtor has executed and delivered to the Secured Party a Form UCC-1 Financing Statement, and the Debtor hereby grants to the Secured Party a first lien security interest (the "Security Interest") in all of the property not subject to prior lien as of the date hereof and a subordinate lien security interest in all other property described on "Exhibit "A," attached hereto and incorporated herein. Such property includes, but is not limited to, whatever interest Debtor may have in all personal property which is now used in the business of Frederick Brewing Co. (the "Business"), including but not limited to, any and all equipment, machinery, claims, licenses, proceeds, compensation, accounts, accounts receivable, fees, royalties, income, revenues, rights and benefits of any kind or nature generated by, from or in connection with, the ownership, use and/or operation of the Business, or any part thereof, whether such monies or right to monies arise by virtue of a contract, lease, license, concession agreement, or occupancy or other agreement, or any other contract or right under which Debtor is entitled to payment of monies; and various entitlements, permits, licenses, certificates, instruments and general intangibles and intellectual property of Debtor pertaining to the Business (including but not limited to the trademarks of Wild Goose Brewery, Nos. 1620283 and 1630255 (the "Collateral"). This Security Agreement is made with full recourse against the Debtor.

1.3 This Security Agreement and the rights hereby granted shall secure the following (hereinafter sometimes collectively referred to as the "Obligation"):

(a) Payment for all legal fees and expenses incurred by the Secured Party's representation of the Debtor;

(b) The statutory and other costs of all legal proceedings brought by the Secured Party to enforce this Security Agreement (including, but not limited to, Secured Party's reasonable attorney's fees in connection therewith), and all other costs and expenses paid or incurred by Secured Party in respect of or in connection with the Collateral, and any other sums that may become due and payable hereunder by Debtor; and

**Security Agreement****Page 2**

(c) The observance and performance by Debtor of all of the terms, provisions, covenants and obligations on its part to be observed or performed under this Security Agreement and any other of the documents providing further security for the Services.

**2. DEBTOR WARRANTS, COVENANTS AND AGREES**

Debtor warrants, covenants and agrees that:

2.1 Except for purposes of replacement and repair, Debtor will not sell, transfer, assign or pledge those items of Collateral which constitute tangible personal property (or allow any such items to be sold, transferred, assigned or pledged), without the prior written consent of Secured Party. Debtor will promptly give written notice to the Secured Party of any substantial change in the character of its Business conducted and of the cessation of all or any part thereof and of any loss or damage by fire or other casualty to any substantial part of the Collateral. Although proceeds of Collateral are covered by this Security Agreement, this shall not be construed to mean that Secured Party consents to any sale of the Collateral.

2.2 Debtor will, at all reasonable times, allow Secured Party or its representatives free and complete access to all of Debtor's records which in any way relate to the Collateral, for such inspection and examination as Secured Party deems necessary. Debtor shall also upon request of Secured Party from time to time submit up-to-date schedules of the items comprising the Collateral in such detail as Secured Party shall require.

2.3 Debtor, at its sole cost and expense, will protect and defend this Security Agreement, all of the rights of Secured Party hereunder, and the Collateral against the claims and demands of all other parties.

2.4 Debtor will promptly notify Secured Party of any levy, distraint or other seizure by legal process or otherwise of any part of the Collateral, and of any threatened or filed claims or proceedings that might in any way affect or impair any of the rights of Secured Party under this Security Agreement.

2.5 Secured Party at all times shall have a perfected security interest in the Collateral which shall be prior to any other unperfected interests therein. Except for perfected liens in existence prior to the date hereof, Debtor has and will continue to have full title to the Collateral free from any liens, leases, encumbrances, judgments or other claims and Secured Party's security interest in the Collateral constitutes and will continue to constitute a first, prior and indefeasible security interest in favor of Secured Party, or a second lien (in the circumstance where there exists a prior perfected security interest). Debtor will do all acts and things, and will execute and file all instruments (including, but not limited to, security agreements, financing statements, continuation

**Security Agreement**

Page 3

statements, etc.) reasonably requested by Secured Party to establish, maintain and continue the perfected security interest of Secured Party in the Collateral, and will promptly on demand, pay all costs and expenses of filing and recording, including the costs of any searches deemed necessary by Secured Party from time to time to establish and determine the validity and the continuing priority of the security interest of Secured Party, and also pay all other claims and charges that in the opinion of Secured Party might prejudice, imperil or otherwise affect the Collateral or its security interest therein.

2.6 Debtor, at its expense, will obtain and maintain in force insurance policies covering losses or damage to those items of Collateral which constitute physical personal property. The insurance policies to be obtained by Debtor shall be in form and amounts acceptable to Secured Party and Debtor shall make the Secured Party a loss payee thereon. Secured Party is hereby irrevocably appointed Debtor's attorney-in-fact to endorse any check or draft that may be payable to Debtor, alone or jointly with other payees, so that Secured Party may collect the proceeds payable for any loss under such insurance. The proceeds of such insurance, less any costs and expenses incurred or paid by Secured Party in the collection thereof, shall be applied either toward the cost of the repair or replacement of the items damaged or destroyed, or on account of any sums secured hereby, whether or not then due or payable.

2.7 Secured Party may, at its option, and without any obligation to do so, pay, perform and discharge any and all amounts, costs, expenses and liabilities herein agreed to be paid or performed by Debtor, and all amounts expended by Secured Party in so doing shall become part of the Obligations secured hereby, and shall be immediately due and payable by Debtor to Secured Party upon demand and shall bear interest at 18% per annum from the dates of such expenditures until paid.

2.8 Upon the request of Secured Party, Debtor will furnish within five (5) days thereafter to Secured Party, or to any proposed assignee of this Security Agreement, a written statement in form satisfactory to Secured Party, duly acknowledged, certifying the amount of the principal and interest then owing hereunder, whether any claims, offsets or defenses exist there against or against this Security Agreement, or any of the terms and provisions of any other agreement of Debtor securing the Services. In connection with any assignment by Secured Party of this Security Agreement, Debtor hereby agrees to cause the insurance policies required hereby to be carried by Debtor, to be endorsed in form satisfactory to Secured Party or to such assignee, with loss payable clauses in favor of such assignee, and to cause such endorsements to be delivered to Secured Party within ten (10) calendar days after request therefor by Secured Party.

2.9 The Debtor will, at its own expense, make, execute, endorse, acknowledge, file and/or deliver to the Secured Party from time to time such vouchers, invoices, schedules, confirmatory assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, reports and other assurances or instruments and take further steps relating to the

**Security Agreement**  
**Page 4**

Collateral and other property or rights covered by the security interest hereby granted, as the Secured Party may reasonably require.

2.10 The Debtor represents and warrants that it is the true and lawful exclusive owner of the trademarks listed in Section 1.2 hereof and that such listed trademarks constitute all the marks (the "Marks") registered in the United States Patent and Trademark Office that the Debtor now owns or uses in connection with its Business relating to the Wild Goose Brand. The Debtor represents and warrants that it owns or is licensed to use all Marks that it uses. The Debtor further warrants that it is aware of no third party claim that any aspect of the Debtor's present or contemplated Business operations infringes or will infringe upon any Mark.

2.11 The Debtor hereby agrees not to divest itself of any right under a Mark absent prior written approval of the Secured Party.

2.12 The Debtor agrees, promptly upon learning thereof, to notify the Secured Party in writing of the name and address of, and to furnish such pertinent information that may be available with respect to, any party who may be infringing or otherwise violating any of the Debtor's rights in and to any significant Mark, or with respect to any party claiming that the Debtor's use of any significant Mark violates any property right of that party. The Debtor further agrees, unless otherwise directed by the Secured Party, diligently to prosecute any person or entity infringing any significant Mark.

2.13 The Debtor agrees to use its significant Marks in interstate commerce during the time in which this Agreement is in effect, sufficiently to preserve such Marks as trademarks or service marks registered under the laws of the United States.

2.14 The Debtor shall, at its own expense, diligently process all documents required by the Trademark Act of 1946, 15 U.S.C. Section 1051 et seq., to maintain trademark registration, including, but not limited to, affidavits of use and applications for renewals of registration in the United States Patent and Trademark Office for all of its Marks pursuant to 15 U.S.C. Sections 1058 (a), 1059 and 1065, and shall pay all fees and disbursements in connection therewith and shall not abandon any such filing of affidavit of use or any such application of renewal prior to the exhaustion of all administrative and judicial remedies without prior written consent of the Secured Party.

2.15 The Debtor agrees to notify the Secured Party six months prior to the dates on which the affidavits of use or the applications for renewal registration are due that the affidavit of use or the renewal is being processed. If any Mark registration issues hereafter to the Debtor as a result of any application now or hereafter pending before the United States Patent and Trademark Office, within thirty (30) days of receipt of such certificate the Debtor shall deliver a copy of such certificate, and a grant of security in such Mark, to the Secured Party, confirming the grant thereof hereunder, the form of such confirmatory grant to be substantially the same as the form hereof.

L:\DATA\1625ISA-JAK-C23.wpd

## Security Agreement

### Page 5

2.16 If an Event of Default shall occur and be continuing, the Secured Party may, by written notice to the Debtor, take any or all of the following actions: (i) declare the entire right, title and interest of the Debtor in and to each of the Marks, together with all trademark rights and rights of protection to the same, vested, in which event such rights, title and interest shall immediately vest, in the Debtor, in which case the Debtor agrees to execute an assignment in form and substance satisfactory to the Secured Party (without compensation and upon demand) of all its rights, title and interest in and to the Marks to the Secured Party for the benefit of Secured Party; (ii) take and use or sell the Marks and the goodwill of the Debtor's business symbolized by the Marks and the right to carry on the Business and use the assets of the Debtor in connection with which the Marks have been used; and (iii) direct the Debtor to refrain, in which event the Debtor shall refrain, from using the Marks in any manner whatsoever, directly or indirectly, and, if requested by the Secured Party, change the Debtor's corporate name to eliminate therefrom any use of any Mark and execute such other and further documents that the Secured Party may request to further confirm this and to transfer ownership of the Marks and registrations and any pending trademark application in the United States Patent and Trademark Office to the Secured Party.

### 3. EVENTS OF DEFAULT

The occurrence of any of the following events shall constitute, and is hereby defined to be, an "Event of Default":

3.1 Debtor (i) fails to pay the fees and expenses of the Secured Party when due; (ii) breaches any of the representations and warranties set forth herein, or (iii) commits a default in the performance of or compliance with any of the terms, covenants or conditions of this Security Agreement, and such default continues for more than ten (10) days after the date that Debtor's performance hereunder was due; or

3.2 Any material loss, material theft, substantial damage, or any destruction of or the attachment of an encumbrance to any of the Collateral, or the voluntary or involuntary transfer of any of the Collateral (and said Collateral is not replaced, restored or returned within fifteen (15) calendar days) or the transfer of possession thereof to anyone other than as approved in writing by Secured Party of any portion of the Collateral, or the sale or creation of a security interest, lien, attachment, levy, garnishment, distraint, or other process of, in or upon any of the Collateral, and if such attachment or other similar process is not bonded or released within thirty (30) days after levy.

### 4. SECURED PARTY'S REMEDIES

Upon the occurrence of an Event of Default hereunder, Secured Party shall have the following rights and remedies, at any time after giving notice and after the expiration of the grace period provided herein:

**Security Agreement**

Page 6

4.1 Secured Party may, at its option, declare all sums due for Services immediately due and payable, and Debtor shall on demand by Secured Party deliver the Collateral to Secured Party. The Secured Party may also, by written notice to the Debtor, take any or all of the following actions: (i) declare the entire right, title and interest of the Debtor in and to each of the Marks, together with all trademark rights and rights of protection to the same, vested, in which event such rights, title and interest shall immediately vest, in the Secured Party for the benefit of the Secured Party, in which case the Debtor agrees to execute (upon demand and without compensation) an assignment in form and substance satisfactory to the Secured Party of all its rights, title and interest in and to the Marks to the Secured Party for the benefit of the Secured Party; (ii) take and use or sell the Marks and the goodwill of the Debtor's business symbolized by the Marks and the right to carry on the Business and use the assets of the Debtor in connection with which the Marks have been used; and (iii) direct the Debtor to refrain, in which event the Debtor shall immediately refrain, from using the Marks in any manner whatsoever, directly or indirectly, and, if requested by the Secured Party, change the Debtor's corporate name to eliminate therefrom any use of any Mark and execute such other and further documents that the Secured Party may request to further confirm this and to transfer ownership of the Marks and registrations and any pending trademark application in the United States Patent and Trademark Office to the Secured Party. Secured Party may, without further notice or demand and without legal process, take possession of the Collateral wherever found and, for this purpose, may enter upon the premises of the Debtor wherever located or upon any other property occupied by or in the control of Debtor. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party on a date certain at a place to be designated by Secured Party that is reasonably convenient to the Secured Party. In taking possession of the Collateral, Secured Party may also take any and all of Debtor's documents, instruments, computer hardware and software, files and records, and any receptacles and cabinets containing the same, relating to the Collateral and Secured Party may use the supplies and space of Debtor at Debtor's place of business as may be necessary or appropriate properly to administer and control the Collateral.

4.2 In addition, Secured Party may pursue any other legal or equitable remedy available to collect all sums secured hereby and to enforce its title in and right to possession of the Collateral, and to enforce any and all other rights or remedies available to it, and no such action shall operate as a waiver of any other right or remedy of Secured Party under the terms hereof, or under the laws of the State of Maryland.

4.3 Secured Party may, at its option, treat the Collateral as an entirety as security for the rendition of its Services. Secured Party, upon obtaining possession of the Collateral or any part thereof, may sell the same at public or private sale either with or without having such Collateral at the place of sale, and with notice to Debtor as provided in Paragraph 4.5 herein. The proceeds of such sale, after deducting therefrom all expenses of Secured Party in taking, storing, repairing and selling the Collateral (including reasonable attorneys' fees) shall be applied to the payment of any part or all of the Obligations and any other indebtedness or liability of Debtor to Secured Party in



**Security Agreement****Page 7**

such order as Secured Party may determine, and any surplus thereafter remaining shall be paid to Debtor, or any other person that may be legally entitled thereto.

4.4 At any sale, public or private, of the Collateral or any part thereof, made in the enforcement of the rights and remedies hereunder of Secured Party, Secured Party may, so far as may be lawful, purchase any part or parts of the Collateral or all thereof offered at such sale.

4.5 Secured Party shall give Debtor reasonable notice of any sale or other disposition of the Collateral or any part thereof. Debtor agrees that notice and demand shall be conclusively deemed to be reasonable and effective if such notice is mailed by regular or certified mail postage prepaid to Debtor at the address above given, or at such other address as Debtor may designate hereafter by written notice to Secured Party, at least five (5) calendar days prior to such sale or other disposition.

4.6 Secured Party shall have all the rights and remedies afforded a secured party under the Maryland Commercial Code and all other legal or equitable remedies provided by the laws of the United States and the State of Maryland.

4.7 Debtor irrevocably appoints Secured Party its true and lawful attorney-in fact, which appointment is coupled with an interest, for purposes of accomplishing any of the foregoing. Debtor further nominates and appoints Secured Party as attorney-in-fact to perform all acts and execute all documents deemed necessary by Secured Party in furtherance of the terms of this Agreement; except, however, for receiving notice on behalf of Debtor.

**5. MISCELLANEOUS PROVISIONS**

5.1 No Event of Default hereunder by Debtor shall be deemed to have been waived by Secured Party except by a writing to that effect signed on behalf of Secured Party by a partner thereof and no waiver of any such Event of Default shall operate as a waiver of any other Event of Default on a future occasion, or as a waiver of that Event of Default after written notice thereof and demand by Secured Party for strict performance of this Security Agreement. All rights, remedies and privileges of Secured Party hereunder shall be cumulative and not alternative, and shall, whether or not specifically so expressed, inure to the benefit of Secured Party, its successors and assigns, and all obligations of Debtor shall bind its successors and legal representative.

5.2 Until the occurrence of an Event of Default and expiration of any applicable grace period, Debtor may retain possession of the Collateral and may use it in any lawful manner not inconsistent with this Security Agreement or with the provisions of any policies of insurance thereon.

5.3 The terms hereof shall have the meanings set forth in and be construed under the Maryland Commercial Code. Whenever possible each provision of this Security Agreement shall

**Security Agreement**

Page 8

be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Security Agreement.

5.4 No modification, rescission, waiver, release, alteration or amendment of any provision of this Security Agreement shall be made except by a written agreement signed by an officer of the Debtor and a partner of Secured Party.

5.5 This Security Agreement shall remain in full force and effect until all of the Obligations and any extensions or renewals thereof shall be paid in full.

5.6 Secured Party and Debtor, as used herein, shall include the heirs, executors or administrators, or successors or assigns of those parties. The provisions of this Security Agreement shall apply to the parties according to the context hereof and without regard to the number or gender of words and expressions used herein.

5.7 This Security Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland applicable to parties and transactions with contacts and relationships solely within the State of Maryland and without reference to choice of law principles. Notice of acceptance of this Security Agreement by Secured Party is waived by Debtor.

5.8 Should any party hereto retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, including but not limited to instituting or defending any action or proceeding to enforce any provision hereof, for damages by reason of any alleged breach of any provision hereof, for a declaration of such party's rights or obligations hereunder or defense of any action to rescind or reform this Security Agreement, then if said matter is settled by judicial determination, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby including but not limited to reasonable attorneys', experts' and accountants' fees.

**IN WITNESS WHEREOF**, this Security Agreement has been executed and delivered on behalf of and in the name of the parties herein on the date indicated above.

**FREDERICK BREWING CO.**By: 

Name: Kevin E. Brannon

Title: Chief Executive Officer

**ELIAS, MATZ, TIERNAN & HERRICK L.L.P.**By: 

Name: Jeffrey A. Koepfel

Title: Partner

0000156665

CUSTOMER ID

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 1-2-3 Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Frederick Brewing Company 4607 Wedgewood Blvd. Frederick, MD 21703  Tax ID/Social Security No. 52-1769647	2. Secured Party(ies) and address(es) Elias, Matz, Tiernan & Herrick LLP 734 15th St., NW 12th Floor Washington, D.C. 20005  Tax ID/Social Security No. 52-1246409	3. Maturity date (if any): 4. For Filing Officer (Date, Title, Number, and Filing Office)  5. Assignee(s) of Secured Party and Address(es)  1999 APR 23 A 10:17
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. This financing statement covers the following types (or items) of property:  
  
See Exhibit A

Not subject to recordation tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected: Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:	Filed with:  1999 APR 23 A 10:17
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------

FREDERICK BREWING COMPANY  
By: [Signature]  
Signature(s) of Debtor(s)

Elias, Matz, Tiernan & Herrick, LLP  
By: [Signature]  
Signature(s) of Secured Party(ies)

Kevin E. Brannon, Chief Executive officer  
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECORDED ON 04/23/1999 AT 10:17 AM  
IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENTS AND TAXATION.  
WO # 0000156665 FIL # 100000623500000  
ORIGINAL LIEN NUMBER: 000000181002018  
LIBER: U 55 FOLIO: 920 PAGES: 5  
RECORDING FEE: 20.00  
RECORDATION TAX: 0.00  
EXPEDITED FEE: 30.00

**EXHIBIT A****LEGAL DESCRIPTION**

1. All machinery, equipment, materials (including building materials and supplies), appliances and fixtures now or hereafter installed or placed on or in 4607 Wedgewood Boulevard, Frederick, MD 21703 (the "Property") or for the generation and distribution of air, water, heat, electricity, light, fuel or refrigeration or from ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage, and all elevators, escalators, awnings, window shades, drapery rods and brackets, screens, floor coverings, incinerators, carpeting and all furniture, fixtures, and other property used in the operation or occupancy of the Property, together with all additions to, substitutions for, changes in or replacements of the whole or any part of any or all of said articles of property, and together with all property of the same character that Debtor may hereafter acquire at any time until the termination of this Security Agreement all proceeds received upon the sale, exchange, collection or other disposition of the foregoing.

2. All causes of action, claims, compensation and recoveries for any damages, condemnation or taking of the Property, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Property, or for any loss or diminution in value of the Property, together with all rights of the Debtor under any policy or policies of insurance covering the Property, and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies, and all proceeds payable with respect to any taking under power of eminent domain.

3. All plans and specifications prepared for construction of improvements on the Property and all studies, data and drawings related thereto; and also all contracts and agreements of Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings or to the construction of Improvements.

4. All interest of Debtor in all goods, supplies, inventory, fixtures, furniture, furnishings and equipment which are now used upon (or may hereafter be appropriated for use on), or located on, the Property and all compensation, rents, revenues, income, issues, rights, benefits and profits due or to become due to Debtor from or pertaining thereto or to the business of the Debtor conducted thereon; each and every lease, license, rental or any other occupancy agreement relating to the Property, any and all funds, accounts, royalties, revenues, profits and income of any kind or nature due or to become due Debtor from or pertaining to the Property or to the business of the Debtor conducted thereon; all rights to the use of any trade name, trade mark or service mark now or hereafter associated with the business or businesses conducted on the Property (subject, however, to any franchise or license agreements relating thereto),

5. All accounts, deposit accounts, funds, chattel paper, instruments, documents, general intangibles, or other rights to payment (collectively, "Rights to Payment") which arise from or in connection with or are generated by reason of Debtor's ownership, use and/or occupancy of all or

Exhibit A  
Page 2

any portion of the Property and the operation of the business thereon, together with all renewals, and including all securities, guaranties, warranties, indemnity agreements, insurance policies, and other agreements pertaining to such Rights to Payment.

6. All monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Property, instruments (including but not limited to any management contract for the operation of the facility located on the Property), documents, general intangibles and notes or chattel paper arising from or by virtue of any transactions related to the Property and all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, including any and all compensations, rents, revenues, income, issues, rights, benefits and profits due or to become due under all present and future oil, gas and mining leases on the Property or any part thereof, and all proceeds of the foregoing.

7. All general intangibles relating to the development, use, occupancy or operation of or construction on the Property or the operation of the business thereon, including but not limited to the trademarks of Wild Goose Brewery, Nos. 1620283 and 1630255, as well as all governmental licenses, map rights, approvals and permits; all materials prepared for filing or filed with any public or quasi-public governmental entities or any public utilities, all Debtor's rights under any contract whether or not otherwise specifically assigned to Secured Party, and any and all permits, licenses, approvals and contracts relating to the Property or the operation of the business thereon.

8. All right, title and interest of Debtor in and to refundable or returnable fees, bonds, securities or other property held by any public or quasi-governmental entity, utility company or other entity which pertains to the Property or the operation of the business thereon.

9. After-acquired property which replaces the foregoing or is included within any of the foregoing descriptions.

10. The proceeds from all of the above.

Help Home Marks Boolean Manual Number Order Copy PTDLs



(14 of 18)

**Word Mark** *WILD GOOSE*  
**Owner Name** (REGISTRANT) *Wild Goose* Brewery, Limited Partnership COMPOSED OF BREWERY MANAGEMENT COMPANY, A DELAWARE CORPORATION  
**Owner Address** 20 Washington Street Cambridge MARYLAND 21613 LIMITED PARTNERSHIP MARYLAND  
**Attorney of Record** Karen S. Frank  
**Serial Number** 74-018062  
**Registration Number** 1620283  
**Filing Date** 01/11/1990  
**Registration Date** 10/30/1990  
**Mark Drawing Code** (1) TYPED DRAWING  
**Register** PRINCIPAL  
**Published for Opposition** 08/07/1990  
**Type of Mark** TRADEMARK

---

**International Class** 032  
**Goods and Services** Beer; DATE OF FIRST USE: 1989.10.30; DATE OF FIRST USE IN COMMERCE: 1989.12.09

---



(14 of 18)

Help Home Marks Boolean Manual Number Order Copy PTOLs



(13 of 18)

**Word Mark** *WILD GOOSE* AMBER BEER  
**Owner Name** (REGISTRANT) *Wild Goose* Brewery, Limited Partnership COMPOSED OF BREWERY MANAGEMENT COMPANY, A CORPORATION OF DELAWARE  
**Owner Address** 20 Washington Street Cambridge MARYLAND 21613 LIMITED PARTNERSHIP MARYLAND  
**Owner Name** (LAST LISTED OWNER) *WILD GOOSE* BREWERY, INC.  
**Owner Address** 20 WASHINGTON STREET CAMBRIDGE MARYLAND 21613 CORPORATION MARYLAND  
**Attorney of Record** THOMAS P KIMMITT JR  
**Serial Number** 74-018063  
**Registration Number** 1630255  
**Filing Date** 01/11/1990  
**Registration Date** 01/01/1991  
**Design Search Code** 01.05.25; 03.15.06; 03.15.19; 05.13.25; 24.05.01; 26.03.02  
**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "AMBER BEER" APART FROM THE MARK AS SHOWN  
**Register Published for Opposition** 10/09/1990  
**Affidavits** SECT 8.; SECT 15.; COMBINED SECT 8 AND SECT 15.  
**Type of Mark** TRADEMARK

**International Class** 032  
**Goods and Services** beer; DATE OF FIRST USE: 1989.10.30; DATE OF FIRST USE IN COMMERCE: 1989.12.09



(13 of 18)